

REPORT / RECOMMENDATION



To: Mayor and City Council

Agenda Item #: IV.J

From: Jeff Long, Chief of Police

Action ☒

Discussion ☐

Date: September 3, 2013

Information ☐

Subject: Agreement to Provide Dispatch Services and Emergency Communications for the City of Richfield

Action Requested:

Approval of agreement to provide dispatch services and emergency communications for the City of Richfield.

Information / Background:

The City of Edina was approached several months ago to provide a proposal for emergency dispatching services for the City of Richfield. Edina, Bloomington, and Hennepin County submitted proposals. Currently, Richfield has its own in-house Emergency Communications Center.

Richfield has informed Edina that they are interested in moving forward with a contract for the provision of emergency dispatching services. Staff has determined a timeline for the transfer of services from Richfield to Edina, and has researched the impact on Edina in the following areas: The City of Edina was approached several months ago to provide a proposal for

1. Call Volume
2. Impact on staffing needs
3. Technology needs and costs

Call Volume:

Richfield will handle administrative calls during business hours, therefore only 9-1-1 and non-emergency calls (such as burglar or fire alarms) would be routed to the Edina PSAP during those hours. After hours administrative calls would be routed to the Edina PSAP, but those calls are typically minimal.

- The number of police and fire Computer Aided Dispatch (CAD) events processed annually would be increased by approximately 45,000 per year, including traffic stops and fire calls.

This will expand call volume for all three cities (Edina, Golden Valley and Richfield) to approximately 125,000 per year.

- 9-1-1 trunk line and non-emergency call volume has not yet been received.
- Richfield will handle routine hot files and criminal history checks in-house during business hours and possibly as late as 10pm. The Edina PSAP will handle hot files queries and criminal history checks after-hours.

Staffing Needs and Costs:

Based upon the increased call-load generated by consolidation, it is recommended that 2 additional full-time dispatchers be hired to maintain minimum staffing levels as follows:

- Three dispatchers on-duty during peak hours (approximately 2 p.m. to 2 a.m.)
- Two dispatchers on-duty during non-peak hours.
- The staffing minimum ensures that a consistently high level of service is provided.

For this staffing level, Richfield will pay Edina a base charge of \$14,058 per month in beginning December 1, 2013 through 2014. For calendar year 2015, and subsequent years, Richfield shall pay Edina, in equal monthly installments the *revised base charge of \$12,363 per month, adjusted by Edina on January 1st each year as follows: (1) increased labor costs for operation of the E.C.C. under Edina's labor Agreements and (2) the rate of increase, if any, over the previous year in the implicit price deflator for government consumption expenditures and gross investment for state and local governments prepared by the Bureau of Economic Analysts of the United States Department of Commerce. Adjustments in the base charge shall be prospective.

The Edina PSAP hopes to hire current Richfield dispatchers to fill the new positions.

**Golden Valley is expected to seek dispatching services from Hennepin County beginning January 1, 2015, resulting in lower overall call volume and reduced staffing needs for the Edina PSAP. The revised base charge is calculated based upon a reduction in staff by 2 full-time positions.*

Technology Needs and Costs:

Edina will incur certain up-front costs to provide service to Richfield. These costs include: MCT, AVL (automatic vehicle location) and Resource Monitor licenses and software, CPU and monitor, map conversion or creation, training, radio programming, 911 transition and staff support including IT support. Richfield must pay 100% of the above mentioned costs. Edina will bill Richfield as costs are incurred and Richfield will reimburse Edina within thirty days of receipt of a properly itemized bill. Many transition expenses can be paid for with Richfield 911 funds.

Contract:

Staff recommends that the Council approve this contract to provide 911 Dispatching Services to the City of Richfield for the next three years.

**AGREEMENT BETWEEN EDINA AND
RICHFIELD FOR THE PROVISION OF DISPATCH
SERVICES AND OPERATION AND MAINTENANCE OF
THE EMERGENCY COMMUNICATIONS CENTER**

AGREEMENT made this _____ day of _____, 2013 by and between the **City of Edina**, a Minnesota municipal corporation ("Edina") and the **City of Richfield**, a Minnesota municipal corporation ("Richfield").

WHEREAS, the governmental units signatory hereto are empowered by law to provide and to contract for police, fire and emergency dispatch services, and, by virtue of their respective needs and geographic proximity, find it in their common interest and for their common benefit and the benefit of their citizens for Edina to provide dispatch services to Richfield utilizing the Edina Emergency Communications Center ("E.C.C."); and

WHEREAS, Richfield desires that Edina receive and dispatch Richfield police, fire and emergency radio calls; and

WHEREAS, Edina desires to handle such police, fire and emergency dispatch calls for Richfield; and

WHEREAS, this Agreement is made pursuant to Minn. Stat. §§ 436.05 and 471.59 and should not be construed as creating a joint municipal police department.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Dispatch Services and Operation and Maintenance of the E.C.C.** Commencing on or about December 1, 2013, Edina shall operate the E.C.C. for its own use and shall provide dispatch services to Richfield as follows:

- A. Edina, by using its personnel and facilities, will handle the receiving and dispatching of all police, fire and emergency calls for Richfield and Edina.
- B. Edina will supply police radio dispatch equipment and personnel to operate and maintain the radio dispatch equipment for the E.C.C. On termination of this Agreement, all equipment shall be the property of Edina.
- C. The E.C.C. shall be operated by dispatchers who shall be employees of Edina. Community service officers trained to provide back-up relief may be used to supplement dispatchers. All dispatch personnel needed to staff the E.C.C. shall be hired by Edina through its normal hiring procedures. The E.C.C. shall be supervised and managed by employees of Edina who have been assigned by the Edina Police Chief to these responsibilities. The Police and Fire Chiefs for Richfield and Edina or their designees shall meet as needed to address issues concerning provision of dispatch services or operation of the E.C.C.
- D. Edina and Richfield shall each maintain insurance coverage or equivalent pooled self insurance coverage in the minimum amount of the liability limits established in Minn. Stat. Ch. 466, which shall protect both Cities from any and all claims that might be made against either or both Cities as a result of the operations or the services set forth herein.

2. **Initial Costs.** Edina will incur certain up front costs to provide service to Richfield. These costs include: MCT and CAD Resource Monitor licenses, software, AVL (automobile vehicle location) units, CPU and monitor, conversion or creation, training 911 and radio transition, staff support including IT support. Richfield must pay 100% of the above mentioned costs. Edina will

bill Richfield as costs are incurred and Richfield will reimburse Edina within thirty days of receipt of a properly itemized bill.

3. Payment for Dispatch Services and Operation and Maintenance of the E.C.C. for 2013. Subject to the payment of initial costs pursuant to Paragraph 2 herein and any unbudgeted expenses pursuant to Paragraph 5 herein, for calendar year 2013, Richfield shall pay Edina Fourteen Thousand Fifty-eight (\$14,058.00) Dollars per month ("Base Charge"). Payment shall be due in advance on or before the first day of each calendar month. For calendar year 2014, and subsequent years, as long as Edina is providing dispatch service for the City of Golden Valley, Richfield shall pay Edina, in equal monthly installments the Base Charge adjusted by Edina on January 1st each year as follows: (1) increased labor costs for operation of the E.C.C. under Edina's labor Agreements and (2) the rate of increase, if any, over the previous year in the implicit price deflator for government consumption expenditures and gross investment for state and local governments prepared by the Bureau of Economic Analysts of the United States Department of Commerce. Adjustments in the Base Charge shall be prospective.

For calendar year 2015, and subsequent years, if Edina is not providing dispatch service for the City of Golden Valley, Richfield shall pay Edina, in equal monthly installments \$12,363 ("Revised Base Charge") adjusted by Edina on January 1st each year as follows: (1) increased labor costs for operation of the E.C.C. under Edina's labor Agreements and (2) the rate of increase, if any, over the previous year in the implicit price deflator for government consumption expenditures and gross investment for state and local governments prepared by the Bureau of Economic Analysts of the United States Department of Commerce. Adjustments in the Base Charge shall be prospective.

4. **9-1-1 Funds.** As additional compensation for services provided hereunder, effective January 1, 2014 Richfield shall assign to Edina all 9-1-1 funds it is entitled to receive pursuant to Minn. Stat. § 403.11. Edina shall deposit the 9-1-1 funds received from Hennepin County on behalf of Richfield in a separate account established for that purpose. The 9-1-1 funds so deposited shall be the sole property of Edina, and shall be used at the sole discretion of Edina, subject only to the provisions of Minn. Stat. § 403.113. The 9-1-1 funds shall not be credited towards amounts owed by Richfield pursuant to Paragraphs 3 and 4 of this Agreement. Richfield's 911 funds received in 2013 which are assigned to Edina, however, shall be credited towards Richfield's costs for map conversion or creation, and transition expenses pursuant to Paragraph 2 of this Agreement.

5. **Unbudgeted Expenses.** Certain expenses for provision of dispatch services, and operation and maintenance of the E.C.C. are not reasonably foreseeable, such as capital expenditures due to equipment failure, equipment repairs and replacement, software upgrades, software licensing, unexpected need for overtime hours, implementation of recommendations made by consultants for unanticipated needs, changes in required services due to new legislation. This listing is for illustrative purposes only, and not intended as a limitation on reimbursement for unanticipated expenses. Edina will notify Richfield in writing of any such unanticipated expenses when the expenses are realized. Within thirty days of receipt of a properly itemized bill, Richfield shall reimburse Edina in the amount of thirty six percent (36%) of such expenses during such time as Edina is also providing dispatch service to Golden Valley and forty three per cent (43%) if Edina is not providing dispatch service to Golden Valley.

6. **F.C.C. Licenses.** Current F.C.C. licenses held by Richfield and Edina shall

remain the property of the license-holder. Richfield and Edina will fully cooperate with each other as necessary for providing for the joint use and sharing of radio frequencies.

7. **Term of Agreement.** This Agreement shall be for an initial term of four (4) years, commencing on or about December 1, 2013, with automatic one-year renewals thereafter. The agreement may be terminated by either party after the initial term upon a twelve (12) month advance written termination notice delivered by either party to the other party.

8. **Termination Fee.** If Richfield terminates this Agreement at the end of the initial term or anytime thereafter, Richfield shall pay to Edina the actual cost incurred by Edina caused by the termination including: unemployment compensation, and termination benefits required by any applicable labor agreement or City Policies.

9. **Indemnity.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law. Minnesota Statutes Chapter 466 and other applicable law govern the parties' liability. To the full extent permitted by law, this Agreement is intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes § 471.59, Subd. 1a (a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. In addition to the foregoing, nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

10. Assignment. Neither party to this Agreement may assign its interest in the Agreement without prior written approval of the other party and subject to such conditions and provisions as the other party may deem necessary.

11. Amendments. This Agreement may be amended from time to time as the parties deem necessary. No amendment shall be effective unless agreed to in writing by the parties.

12. Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

13. Severability. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF EDINA

CITY OF RICHFIELD

BY: _____

James Hovland, Its Mayor

BY: _____

Debbie Goettel, Its Mayor

AND _____

Scott Neal, Its City Manager

AND _____

Stephen Devich, Its City Manager

